MICHAEL A AND GLORIA S MCGUINTY

8708 53rd Terrace East Bradenton Florida 34211 Ph 941-752-6340 cell 941-799-0439

November 13,2014

Most Honorable Judge Martin Glenn United States Bankruptcy Court for the Southern District of New York Alexander Hamiltion Custom House, One Bowling Green New York, New York 10004-1408

Court Docket: #7720

Document Name: Response to Motion (Amendment to Page 1) Filed by Gloria & Michael McGuinty

Date Filed: 11/6/2014

Related Documents

[2]

7702, 7552

Attached as the Court requested today November 13,2014 are documents. If thru LL which the print is not legible

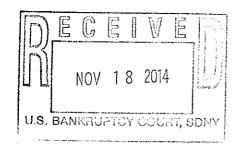
Gloria McGuinty andMichael A McGuinty

cc Morrison & Foerster, OFF. Of US Trustee, Res Cap Borrowers Claims Trust ,Res Cap Liquidating Trust

Mr. & Mrs. McGuinty 8708 53rd Terrace E Bradenton, FL 34211

1-0F11

RES CAP CLAIM #5970 GMAC MORTGAGE #0654629422



RES CAP CLAIM #5970 GMAC MORTGAGE #0654629422

12-12020-mg Doc 7727-38 Filed 11/07/14 Entered 11/07/14 18:07:33 Exhibit KK Pg 3 of 12

Now, this indenture Winnesseth, That I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statue in such case made and provided, and in consideration of the sum of money so paid storesaid, have granted, conveyed, bargained and sold, and by this deed of grant, convey burgein and self unto the grantee, its successors and casigns, Forever, All the estate, right title and interest which the said floringager had in said island and traments and every part thereof to the 12th day of Aurest 2003 that being the date of said mortgage, or at anytime thereafter, To Have and to Hold the self interes and every part thereof to the said grantee, its successors and essigns forever, to their sole use, benefit and behaves forever, as tally and absolutely as it the Deputy Sheriff aforesaid, under the subhority storesaid, might, could or ought to self the same.

IN MITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THE DATE AND YEAR FIRST ABOVE WRITTEN.

B. 6yarte, (Seal)

Deputy Sheriff in end for the County of Livingston

STATE OF MICHIGAN

COUNTY OF Livingston ss.

On this 18th day of May, 2011, before me, a Notary Public in and for said County of Livingston came

B. Brante. a Deputy Sheriff of said County, howen to me to be the individual described in and who executed the above conveyance, and who accurated the above conveyance, and who accurate the accurate the accurate and who accurate the a

2-01--11

RES CAP CLAIM #5970 GMAC MORTGAGE #0654629422

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LIVINGSTON COUNTY PRISS & ABOUT EMPSOAPERS
222 East Creat River: Rowell Not 48443

BE IT HADE NOWN THAT THE POLLOWING LEGAL AD APPRARED IN DATUS FREES & ARGES

DETROIT LEGAL VENS LLC

ACCOUNTS RATASEZ
1409 ALEZE SO
1509 ALEZE SO
150

THE COURSE OF TH

RES CAP CLAIM #5970 GMAC MORTGAGE #0654629422

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Exhibit KK EVIDENCE OF SALE

(Affidavit of Posting)

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•	
STATE OF MICHIGAN, SS. COUNTY OF LIVINGSTO	81
COUNTY OF CIVINGOIS	

C. PUR being duly sworn, deposes that on the 25 day of APA

he/she posted a notice, a true copy of which is ameau in a conspicuous place upon the premises described it notice by attaching the same in a secure manner to

FLANT, 4757 ROUNDTREE BAIGHTEL

25 day of APR 2011 AD.

County, Michigan.

CERCLE IF | Condo | Caparina | C

GMAC.0107

RES CAP CLAIM #5970 GMAC MORTGAGE #0654629422

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(Affidavit of Auctionear)			
STATE OF MICHIGAN.	ı		
•••••	'		
COUNTY OF LIVINGSTON	1	\$5.	
B. Byaria		, being first duly :	sworn, deposes and says that he is a Deputy Sheriff of said
anneoud printed notice; that the Judicial Center, 204 S. H. Court in said Livingston Court of tenements therein described tenements therein described to the printed film. Minester of the court of the Court of the Minester of the Court of the	ield sa lobiaco ity, and loed w	le was opened at) ler Way in the City If said sale was kep as the sum of \$247 In made by FEDER!	de the sale as described in the annated deed pursuant to the CNO.0.A46 on the 15th day of Mary, 2011, six the Main entrance to discount. Michigan, that that being the place of holding the Circuit to pen for the space of one hour, that the highest bid for the Circuit 527,58 (Two Hundred Forty-Seven Thousand Five Hundred Tark). IN ANTOHAL MONTIGACE ASSOCIATION, into table sale was in sell the sale lands and tenements fairly and in good faith, as
деропеях челу вечечез.			
		14	B. Bverie
		_	
	De	puty Shedill for Livi	ngston County
Subscribed and means to had	inne mu	s this 1805 clay of M	Rv. 2011 Wotery Fubic, LiMingsion Course, Ma
SOUND THE SAME OF OCU	vio xn	A CONTRACTOR	Notery Fublic, Likingston County, No
	2	KARLE -	16. Commission Expires April 14, 2017
	Me	dary Public in	County Michigan
		Commission Expa	85.
		ting in	County, Michigan
STATE OF MICHIGAN, COUNTY OF LIVINGSTON)	53,	
haccome constraints surfact for	alette d	ad ebandoned will	s <u>November 18, 2011</u> after which the with Sherill's Deed will be 1948CL 600.3241a, in which case the redemption period shad a according to the law, in such case made and provided.
The same of the sa		9. Byerle	
Deputy Sheriff for Livingston	COURT	ty, Michigan	
This instrument drafted by: Sherri M. Tremonti			
Schneiderman & Sharman.	P.C.		
23938 Research Drive, Suit			
Farmington Hills, MI 48335			

RES CAP CLAIM #5970 GMAC MORTGAGE #0654629422

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HON-MILITARY AFFIDAVIT

State of Michigan

} }ss. }

County of Oaklery

The undersigned, being first duty deposed, says that upon investigation heisive is informed and believes that none of those person(s) named in the attached notice of mortgage foreclosure, nor any person upon whom any of those person(s) named wore dependent, were in the relitary service of the United States at the time of sale or for the six (6) arousts prior thereto.

Deponent further states that this afficient is made for the purpose of presenting a record and clearing little by virtue of (a) the Sentremembers Child Retel Act (forment) extitled Soldiers' and Salton' Child Retel Act of 1940), as amended; (b) the Military Resembst Act of 1991; and (c) Sections 3185 and 3255 of the Military Revised Judicature Act (MCL 600.3165 and 600.3285).

Subscribed and swom to before me this 11th day of May, 2011.

Shelft L. Sodlers, Notary Public Oakland County, State of Michigan My Commission Expires: Feb. 13, 2013 Acting in Oakland County, Michigan

File No. GNAC.010771 Mottpagor Name: MC GUINTY AKA GLORIA MCGUINTY Property Address: 4757 ROUNDTREE DRIVE, BRICHTON, MI 48116

RES CAP CLAIM #5970 **GMAC MORTGAGE #0654629422**

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AFFIDAVIT OF COMPLIANCE WITH 2009 PA 29, 30 AND 31, MCI. 600.3204 THROUGH 600.3205E

On May 11, 2011, S. M. Crylle, an employee of Scimelderman & Shorman, P.C., being duly sworn, paten as follows:

1. This affidavk is given passuant to Art Nos. 29, 30 and 31 of Michigan Public Acts of 2009 (ACL, 500, 320s the

600.3200c).

2. I am authorized to submit this Africants on behalf of GMAC MORTGAGE, LLC, and the person designated under Section 320% (I/Ke) (termin "Designate"), conference to the conference of the conference of the facts assed between and are.

3. Mortgages fully complete with the requirements and procedures set by 2009 PA 29, 30 and 31, MCL 600.3204 (march 600.3204).

3. Mortgages fully complied with the requirements and procedures set by 2009 PA 29, 50 and 31, MCL 600.3204 through 600.3205c.

through 600.3205c.

Mortgages served writen notice upon GLORIA MC GUNTY AKA GLORIA MCGUNTY (herein "herrower(s) in the form and nature required by Section 37.05c (s) and (2)—a copy of said notice is attached herein as Excitol. A. Said notice enclosed the for of howing consultant prepared by the McGardy and Housing Development Authority. (MSTIDA) as welsale for a viewing at MSEDA is welchase as of the circumstant of the McGardy and MSEDA is welched to state of multing, when the MSEDA is welched to state of multing at MSEDA is welched as a fixed of multing and manner required by a control of the control of the MSEDA is a state of multiple and manner required by Section at Exhibit II.

Becomes (1) has fore by the control of the multiple and the multiple and the multiple and the Designes, borrower(s) has fore by the provided with a report of any exhibition attack one of the program, process or guidelines under which the determination under 19/20 c. Designes, and, if requested by the control of the program, process or guidelines under which the determination under 19/20 c. Designes, and, if requested (by the control of the program, process or guidelines under which the determination under 19/20 c. Designes, and, if requested (by the control of the program, process or guidelines under which the determination under 19/20 c. Designes, and, if requested (by the control of the process of the program, process or guidelines under which the determination under 19/20 c. Designes and the control of the process of the

either:

a. The Mortgagre has determined that borrower(s) docs(do) not satisfy the modification criteria guidelines defined in Section 3305c (1), (2) or (3) or

b. The Mortgagre has in good faith offered borrower(s) a modification agreement in secretaince with the unchliftenium determination, but, for reasons not related to any action or inaction of the Mortgagre or manigen at river, betterwise(s) backgare) not returned the modification experiments within foresten (14) days after borrower(s) received the agreement; or

c. The borrower did not participate in the process and Section 3305b; or

d. The groperty is not occupied as a primary residence.

SCHNEIDIRMAN & SHERMAN, P.C.

STATE OF MICHIGAN)

COUNTY OF OAKLAND)

On this Eleventh day of May, 2011 before me, a Notary Public, personally appeared. S. M. Cuylls, an employee of Schoming-map & Schoming-P.C., who examined the above AFFIDAVIT OF COMPLIANCE WITH 2009 PA 29, 30 AND 31, MCL 600.3204 THROUGH 600.3205 and schowledged the same to be the fire aux mid-deed.

Drafted by and when resceded return to: S. M. Caylle Schneiderman & Sherman, P.C. 23918 Research Drive, Safte 309 Farmington Hills, Michigan 48335

Spelly M Soulliere, Notary Poblic Onkland County, State of Michigan My Commission Expirer, Feb. 13, 2013
Acting in Oakland County, Michigan

RES CAP CLAIM #5970 GMAC MORTGAGE #0654629422

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SCHNEIDERMAN & SHERMAN.

C Densis J. Otopskinski

BORROWER'S RIGHT TO REDUEST MEDIATION HIGH TO COMMENCEMENT OF POLICE COSTRE

SSPC Reference Nov. GMACA18771

Gioria Ne Guinty Alia Gioria Megainty

4757 Roundwee Drive WRECHTON, MI 43116

Via First Chert Haft and Cartified Mail Restricted Delivery Return Receipt Resources Cartified Nort 19101060000106330933

Also Maidel to: \$76\$ SIRD TERRACE E BRADENTON, FL 14211

GMAC MORTGAGE, LLC / Borrower's Right to Request Mediation Prior to Commencement of Foreclosure

Dese Gioria Mc Guirty Alia Gioria Megalaty:

WHY IS THIS LETTER BEING SEXT?

Please he advised that your mortgage from at OMAC MORTGAGE, LLC, account #2002, hi in default. It is in default because you have not made your monthly rootstage payment(s). As of the date of this letter, the outstanding amount due GMAC MORTGAGE, LLC is \$235,239.45. Such amount includes fees and costs to date.

WHO DO LOOSTACT AT QUAC MORTGAGE, LLC?

GMAC MORTGAGE, LLC, has authorized Schwederman & Sherman, P.C. to be tacir Designated Agent.

HOW DO LOWING GMAC MORTBAGE, LLCS DESPISATED AGEST?

Scharidarnan & Shorman, P.C.

10 Designated Agene Department
23938 Received Drive, Sche 300
Estimation (1988)
Established Sche 100
Esta

WHAT IS THE TIME FRAME TO REOLEST MEDIATION?

You, as borrower(s), have the right, within foureen (14) days from the date this notice is sent, to request a meeting with us as the Designated Agent for GMAC MORTGAGE. LLC to attempt to work out a modification of your mortgage loan.

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You may also request a housing counselor to attend the meeting. A list of the housing counselors (attached facete) who may attend the meeting has been prepared by the Michigan State Housing Development Authority ("MSHDA"). To contact a housing counselor please contact MSHDA at:

Michigan State Housing Development Authority
735 E. Michigan Avenue
P.O. Box 2004
Leasing, MI 4909
Website perturbishing activishida
Tel. (866) 946-7432

IF I REQUEST MEDIATION WILL THE COMMENCMENT OF FORECLOSURE BE ADJOURNED?

If you request a meeting with us as the Designated Agent for GMAC MORTGAGE, LLC, we will not commence foreclosure proceedings until ninety (90) days from the date of this posice.

7. IF A MODIFICATION AGREEMENT IS AGREED UPON WILL THE COMMENCEMENT OF FORECLOSURE BE CANCELLED?

If you and us as the Designated Agent reach an agreement to modify the mortgage loan, no foreelosure will be commenced if you abide by the terms of the mortgage modification.

8. WHAT HAPPENS IF NO AGREEMENT TO MODIFY THE MORTGAGE IS AGREED UPON?

If you and us, as the Designated Agent for GMAC MORTGAGE, LLC, do not agree to In you and us, is an presspace on, but you meet the criteria for a modification under Poblic Act 29 of 2009, Section 3205c(1), then "foreclosure by advertisement" will not be allowed under State of Michigan law. The mortgage foreclosure will then be commenced judicially in the State of Michigan Circuit Court where the property is located.

DO I HAVE THE RIGHT TO CONTACT AND/OR BRING AN ATTORNEY TO THE MEDIATION?

You have the right to contact an attorney of your choice to assist you, or in the alternative you may contact the State Bar of Michigan Lawyers Referral Service at

State Bar of Michigan Lawyers Referral Service Michael Franck Building 306 Townsend Street Lansing, MI 48933-2012

Tel: (800) 968-9738

You further have the right to contact the local Legal Aid Office serving the area in which the property is located. A list of local Legal Aid Offices is attached to this letter.

To the extent your original obligation has been discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and/or is notice of the creditor's intent to emforce a tien against the property and does not constitute of domaind for payment or an attempt to impose personal liability for such obligation.

Very truly yours, Schneiderman & Sherman, P.C.

RES CAP CLAIM #5970 GMAC MORTGAGE #0654629422

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LIVINGSCO CENTY PROSE & REGIS BENSTAPERS 323 Rapt Grand River Browne Howell MI 48843

be it hade known teat the relighted legal ad appeared in daily frees a refus

DETROIT LEGAL SINES LLC

ACCOUNTS CATABLE
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ELFERENCE: 3123568 CMAC. OLSTI

SIATE OF ACCHIGAN

CLANTIT MICHIGAN MECHANISTS A three paper
published in the Breits hanguage for
the dissemination of local or transmitted mans,
which as a duly qualified newspaper, and that
encesed thereto is a crey of a cectain order taken
from said newspaper, in which the order was
published on the date Indicated below by

Sicence By:

Cheryl Rogers



EXhibit P

RES CAP CLAIM #5970 **GMAC MORTGAGE #0654629422**

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AFFIDAYIT OF PURCHASER AT FORECLOSURE SALE TO BE RECORDED WITH SHERIFF'S DEED

On May 11, 2011, S. M. Coylie, an employee of Schoolderman & Sherman, P.C., being duly sworn, states

1. This Affidurit is given pursuant to Act No. 578 of Michigan Public Acts of 2004 to amend 1961 Public Act 226 by antending MCI. 6002567, 6003140, 6603740, 6006067 and 6006066, socioe 2567 to amended by 2002 Public Act 600 and socioe 2540 to amended by 2000 Public Act 600 and socioe 2540 to amended by 2000 Public Act 600 and socioe 2540 to amended by 2000 Public Act 600 and 600, 600 and 600

THE SUCCESSFUL PURCHASER OF THE PROPERTY. NO OTHER PROPERTY ANY UTILIZE
THIS AFFIDAVIT.

THE SET date the Property can be redeemed in <u>11/12/2011</u>. ANY REDEEMING PARTY
SHOULD NOTE THAT THIS DATE MAY CHANGE AS SET FORTH IN SUBSEQUENT AFFIDAVITS
OR AS PROVIDED BY AFFICAREE MIGHGAN LAW.

4. The amount seccessive to redeem the Property in <u>SAPI-327-35</u>, plus interest of a per differ rise of
NGLA Sociolo 600.276(6). ANY REDEEMING FARTY SHOULD MOTE THAT THIS ASPOUNT SHAY
NCREASE to be include my sometime poid by the Perchaser described herein for boxes, anothers receively to redeem
RICELASE to be include my sometime poid by the Perchaser described herein for boxes, anothers receively to redeem
RICELASE to be include my sometime poid by the Perchaser described herein for boxes, anothers receively to redeem
Insurance premiums, or may other smotures as provided by MCLA 600.3250(6), as well as interest dereved at the
Instructor received in the creatings from the date of the property to the does of inchangement.

5. The Purticase described herein has designed of Schedistimas & Scheman, P.C. to its designed
responsible to assist an appropriate person redeeming the Property in companing the caset annount required to
redoom the Property and to receive redeeping misst. If you thought on utilize the satistance, consecuted ANAY RISTS
as Schemidemann & Schemann, P.C., 2070 Research Drive, Saite 350, Farmington Hills, Michagen 44334, displaced
Scheman P.C.

FURTHER DEPONENT SAYETH NOT.

STATE OF MICHIGAN)

SET

COUNTY OF DAKLAND)

SCHNEDERMAN P.C. By:

On this 11th day of May, 2011, before me, a Formy Public, personally appet the above Affidavit of Purchaser and acknowledged the same to be her fro ed S. M. CuyEt, who x and deed.

Stielly L. Scalliere, Notary Public Ockland County, State of Michigan My Commission Expires: Feb. 13, 2013